



**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND APPLICANT
INSIGHT, INC., FOR PRE-EMPLOYMENT BACKGROUND SCREENING SERVICES
(RFP #R2113263P1)**

This Third Amendment to Agreement between Broward County and Applicant Insight, Inc., for Pre-Employment Background Screening Services ("Third Amendment") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Applicant Insight, Inc., a Florida corporation ("Applicant Insight") (County and Applicant Insight collectively referred to as the "Parties").

RECITALS

A. On July 25, 2017, County entered into an agreement ("Original Agreement") with Applicant Insight to provide comprehensive employment background screening including employment history verification, license and certification verification, and education verification.

B. The Original Agreement was amended by the First Amendment, dated November 2, 2017, to update the Fair Credit Reporting Act requirements, and the Second Amendment, dated May 24, 2022, to extend the term on a month-to-month basis for a term not to exceed twelve (12) months. As used herein, the term "Agreement" refers to the Original Agreement as amended by the First and Second Amendments.

C. The Original Agreement provided that the initial term would be for a period of two (2) years with the option to extend for three (3) additional one-year terms. The Second Amendment provided the option to extend the Agreement for up to twelve (12) additional months. All available extension options were exercised, and the Agreement currently has an expiration date of July 24, 2023.

D. County is in the process of procuring a new contract for the Services and requires additional time to complete the procurement process. To ensure continuity of the Services, the Parties desire to enter into a short-term extension of the Agreement on a month-to-month basis for a term not to exceed twelve (12) months, and to increase the maximum not-to-exceed amounts.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Applicant Insight agree as follows:

1. Recitals; Capitalized Terms. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Third Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Second Limited Term Extension; Rates for Services/Goods. The Agreement is hereby extended on a month-to-month basis for up to an additional twelve (12) months (each a "monthly extension period"), such that the Agreement shall expire no later than July 24, 2024 ("Second

Limited Term Extension"). Each monthly extension period shall be automatically exercised unless County provides written notice of intent not to extend, in which event, the Agreement will expire at the end of the then-current monthly extension period. The rates for Services/Goods charged by Applicant Insight to County during the Second Limited Term Extension shall be the amounts stated in Exhibit A to the Agreement, subject to the maximum amounts stated in Section 4.1 of the Agreement, as amended by Section 3 below.

3. Compensation. Article 4, Compensation, Section 4.1 of the Agreement is hereby amended in relevant part to read as follows (words in struck-through type are deletions from existing text and words in underscored type are additions):

4.1 For the duration of the Agreement, County will pay Applicant Insight in accordance with Exhibit A for the following:

Services	Term	Not-To-Exceed Amount
Employment verification, education verification, license and certification verification, data entry, applicant call, adverse action, clearing house fees, third party vendor and pass thru fees	Initial Term	\$68,000
Employment verification, education verification, license and certification verification, data entry, applicant call, adverse action, clearing house fees, third party vendor and pass thru fees	Annual Renewal Terms	First Renewal Term: \$88,000 Second Renewal Term: \$34,000 Third Renewal Term: \$34,000 (total \$156,000 for 3 years)
Optional Services (Personal reference verification, criminal background check, motor vehicle/traffic citation and offense check, DOT employment verification)	Duration of the Agreement	\$10,000
Limited Term Extension (Excluding Optional Services)	7/25/2022 to 7/24/2023	\$100,000
<u>Second Limited Term Extension (Excluding Optional Services)</u>	<u>7/25/2023 to 7/24/2024</u>	<u>\$100,000</u>
<u>TOTAL</u>	Duration of Agreement	\$334,000 <u>\$434,000</u>

* * *

4. Termination. In addition to the termination options available to County in the Agreement, and notwithstanding the provisions of Section 2 of this Third Amendment, if County enters into a new contract during the Second Limited Term Extension for some or all of the Services, County, through its County Administrator, may terminate the Agreement with at least three (3) days' advance written notice to Applicant Insight.
5. Severability; Priority of Provisions. Except as expressly modified in this Third Amendment, all remaining terms and conditions of the Agreement, shall remain in full force and effect. In the event of a conflict or ambiguity between the terms and conditions of this Third Amendment and the terms and conditions set forth in the Agreement, this Third Amendment shall control.
6. Entire Agreement. The Agreement, as amended by this Third Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement and this Third Amendment. Accordingly, the Parties agree that no deviation from the terms of this Third Amendment shall be predicated upon any prior representations or agreements, whether oral or written.
7. Joint Preparation. Preparation of this Third Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
8. No Claims of Breach. Applicant Insight represents that through the date this Third Amendment is executed by Applicant Insight, County has not breached the Agreement and Applicant Insight has no claims or disputes against County with respect to any of the matters covered by the Agreement.
9. Third Amendment Effective Date. The effective date of this Third Amendment shall be the date of complete execution by the Parties.
10. Counterparts and Multiple Originals. This Third Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 13th day of June, 2023, and APPLICANT INSIGHT, INC., signing by and through its CEO and CFO, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2023

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Stacey R. Weinger (Date)
Assistant County Attorney

By _____
Rene D. Harrod (Date)
Chief Deputy County Attorney

SRW
5/24/23-Applicant Insight Third Amendment

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APPLICANT INSIGHT

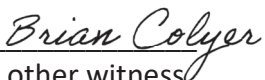
APPLICANT INSIGHT, INC.

By: 
Authorized Signer

Johnny Bitar, President and CEO
Print Name and Title

25th day of May, 2023

WITNESS/ATTEST:

Brian Colyer, CFO 
Corporate Secretary or other witness